

**NORTH CAROLINA**  
**BRUNSWICK COUNTY**  
**TOWN OF SUNSET BEACH**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Town of Sunset Beach, a municipal corporation of Brunswick County, North Carolina, hereinafter referred to as "Sunset Beach", and the Town of Calabash, a municipal corporation of Brunswick County, North Carolina, hereinafter referred to as "Calabash".

**WITNESSETH:**

**THAT WHEREAS**, Sunset Beach currently provides comprehensive building inspection services within its corporate limits and extra territorial jurisdiction as mandated by North Carolina General Statute 160A-412; and

**WHEREAS**, Calabash currently provides comprehensive building inspection services within its corporate limits and extra territorial jurisdiction as mandated by North Carolina General Statute 160A-412, but on occasions needs assistance to help with the volume of the work based on availability and credentials of staff; and

**WHEREAS**, Calabash has requested and Sunset Beach has consented to provide comprehensive building inspection services for Calabash within its corporate limits and extra territorial jurisdiction as allowed by law and subject to the limitations herein set forth; and

**WHEREAS**, such an Agreement is authorized by North Carolina General Statute 160A-413 and North Carolina General Statute 160A-461.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Sunset Beach shall provide comprehensive inspection services within the corporate limits and extra territorial jurisdiction of Calabash pursuant to North Carolina General Statute 160A-411 through 160A-438 with the exception of all materials and things relating to North Carolina General Statute 160A-412(4) and 160A-424. It is expressly understood between the parties that this Agreement in no way obligates Sunset Beach to undertake those responsibilities under North Carolina General Statute 160A-441 through 160A-450.
2. Calabash shall be responsible for issuing all permits and collecting all fees and charges associated with the issuance of said permits.
3. Sunset Beach shall cooperate with Calabash in the prosecution of criminal and/or civil actions relating to violations of the North Carolina State Building Code and/or Town

ordinances but it is the understanding of the parties hereto that it shall be in the discretion of Calabash to prosecute any said violations occurring within Calabash's corporate limits and its extra-territorial jurisdiction. Calabash shall bear all costs associated with enforcement and Calabash shall be the responsible party for bringing any legal proceedings and shall reimburse Sunset Beach for any costs incurred by Sunset Beach in such actions.

4. Each party shall pay all necessary personnel, administrative, legal and other costs associated with the duties and responsibilities assumed and performed by such party under this Agreement. Sunset Beach shall receive no compensation for the inspections performed under this agreement with the exception of similar service in kind.
5. This agreement is terminable by either party upon 30 days written notice to the other party. Should either party terminate this Agreement, all outstanding inspections being performed by Sunset Beach shall be completed by Calabash unless such arrangement shall cause either inspection department inspector to be in violation of NC General Statutes noted in this Agreement.
6. This Agreement may be amended or modified upon mutual agreement of the Town Council of Sunset Beach and the Board of Commissioners of Calabash provided that any such amendment shall be reduced to writing and signed by the parties to this Agreement.
7. This Agreement constitutes the entire understanding of the parties.
8. The parties hereto will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement, including but not limited to an administrative letter of understanding setting forth the time schedules within which services herein must be performed.
9. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.
10. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason invalid, unlawful or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed severable and such holding shall not effect the validity of the remaining portions hereof.

**IN WITNESS WHEREOF**, the Town of Sunset Beach has caused this instrument to be executed in its behalf by its Mayor, attested by its Clerk and its corporate seal to be hereto affixed and by the Town of Calabash causing this instrument to be executed in its behalf by its Mayor, attested by its Clerk and its corporate seal being hereto affixed all on the day and year first above written.

**TOWN OF SUNSET BEACH**

\_\_\_\_\_,  
**Richard Cerrato**

Town of Sunset Beach Mayor

**ATTEST:**

\_\_\_\_\_  
Lisa H. Anglin

Town of Sunset Beach Clerk

**TOWN OF CALABASH**

\_\_\_\_\_  
Mary Knight

Town of Calabash Mayor

**ATTEST:**

\_\_\_\_\_  
Kelley Southward

Town of Calabash Clerk